

SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF NEW YORK

----- X

U.S. BANK NATIONAL ASSOCIATION, solely in
its capacity as Trustee of the HOME EQUITY
ASSET TRUST 2007-3 (HEAT 2007-3),

Plaintiff,

-against-

DLJ MORTGAGE CAPITAL, INC.,

Defendant.

----- X

Index No. 651563/2013

**STIPULATION AND
[PROPOSED] ORDER FOR
THE PRODUCTION AND
EXCHANGE OF
CONFIDENTIAL
INFORMATION**

This matter having come before the Court by stipulation of Plaintiff U.S. Bank National Association, solely in its capacity as Trustee of the Home Equity Asset Trust 2007-3, and Defendant DLJ Mortgage Capital, Inc. (collectively, "the Parties"), for the entry of a protective order pursuant to CPLR 3103(a), limiting the review, copying, dissemination and filing of confidential and/or proprietary documents and information to be produced by either Party and their respective counsel or by any non-party in the course of discovery in this matter (the "Action") to the extent set forth below; and the Parties, by, between and among their respective counsel, having stipulated and agreed to the terms set forth herein, and good cause having been shown;

IT IS hereby ORDERED that:

1. This Stipulation and Order (the "Stipulation and Order") is being entered into to facilitate the production, exchange and discovery of documents and information that the Parties agree merit confidential treatment. This Stipulation and Order shall govern the handling of documents, deposition testimony, deposition exhibits, interrogatory responses,

admissions, and any other information or material produced, given, or exchanged by and among the Parties and any non-parties to the Action in connection with discovery in the Action (such information or material hereinafter referred to as "Discovery Material").

2. Either of the Parties may designate Discovery Material in connection with this action as "CONFIDENTIAL" either by notation on the document, statement on the record of the deposition, written advice to the respective undersigned counsel for the Parties hereto, or by other appropriate means.
3. As used herein:
 - (a) "Confidential Information" shall mean all Discovery Material, and all information contained therein, and other information designated as Confidential, if such material contains or reveals confidential trade secrets, proprietary business information, competitively sensitive information, or other information the disclosure of which would, in the good faith judgment of the Party designating the material as Confidential, be detrimental to the conduct of either of the Party's business or the business of any of the Party's customers or clients. The Parties agree that Discovery Material containing sensitive personal information, including, but not limited to, names, Social Security numbers, home telephone numbers and addresses, places or positions of work, tax returns, medical information, credit information, banking information, other information for which applicable federal or state law requires confidential treatment, information that is subject to the Gramm-Leach-Bliley Act, 15 U.S.C. § 6802, *et seq.*, and its implementing regulations, including, but not limited to, any portion of a mortgage loan file, spreadsheet or other document or data set that includes financial or

credit information for any person (including any credit history, report, or score obtained on any such person to determine the individual's eligibility for credit), and/or documents or data that constitute "consumer reports," as that term is defined in the Fair Credit Reporting Act, 15 U.S.C. § 1681a, that may have been collected or produced in connection with mortgage loans (collectively, "Non-Party Borrower Information") constitutes Confidential Information. As set forth in Paragraph 22 below, this Stipulation and Order authorizes the disclosure of such Non-Party Borrower Information in the Action.

- (b) "Producing Party" shall mean the Parties in this Action and/or any non-party producing Confidential Information in connection with discovery in the Action, or the person or entity asserting the confidentiality protection, as the case may be.
- (c) "Receiving Party" shall mean the Parties to this Action and/or any non-party receiving Confidential Information in connection with discovery in the Action.

4. The Receiving Party may, at any time, notify the Producing Party that the Receiving Party does not concur in the designation of a document or other Discovery Material as Confidential Information. If the Producing Party does not agree to declassify such Discovery Material, the Receiving Party may move before the Court for an order declassifying such Discovery Material. If no such motion is filed, the Discovery Material shall continue to be treated as Confidential Information. If such motion is filed, such Discovery Material shall be deemed Confidential Information unless and until the Court rules otherwise.
5. In order to expedite the production of voluminous materials, a Producing Party may, but is not required to, produce materials without a detailed review for confidentiality

designation and may designate collections of documents that by their nature contain Confidential Information, notwithstanding that some of the documents within the collection may not qualify for such designation. A Producing Party's "bulk" designation of documents shall not constitute waiver of any Producing Party's rights set forth in Paragraph 15 of this Stipulation and Order. Notwithstanding the foregoing, a Receiving Party may at any time challenge the designation of one or more particular Discovery Material(s) on the grounds that they do not qualify for protection. If a Producing Party has produced Discovery Material(s) in another action, investigation or other proceeding without detailed, or any, review to determine whether privilege or other immunity from discovery applies, no Party shall claim that production of those Discovery Material(s) in such other action, investigation, or other proceeding constitutes a waiver of any privilege or protection with respect to the Discovery Material(s) produced.

6. Except with the prior written consent of the Producing Party or by Order of the Court, Confidential Information shall not be furnished, shown or disclosed to any person or entity except to:
 - (a) Personnel of the Parties actually engaged in assisting in the preparation of this Action for trial or other proceeding herein and who have been advised of their obligations hereunder;
 - (b) Former personnel of the Parties actually engaged in assisting in the preparation of this Action for trial or other proceeding herein who have consented, in writing, in the form of Exhibit A attached hereto, to comply with and be bound by the obligations hereunder;

- (c) Counsel for the Parties to this Action and their associated attorneys, paralegals and other professional personnel (including support staff) who are directly assisting such counsel in the preparation of this Action for trial or other proceeding herein, are under the supervision or control of such counsel, and who have been advised by such counsel of their obligations hereunder;
- (d) Personnel of the certificateholder that is/are directing the Trustee to pursue this Action (the "Directing Certificateholder") who are involved in this Action, and the counsel and their associated attorneys, paralegals and other professional personnel (including support staff) and advisors of the Directing Certificateholder, but only if furnished, shown or disclosed in accordance with Paragraph 8 hereof. For avoidance of doubt, nothing in this Stipulation and Order with respect to Confidential Information shall preclude the Directing Certificateholder, the Federal Home Loan Mortgage Corporation ("Freddie Mac"), from providing any Confidential Information to its regulator and conservator, the Federal Housing Finance Agency, or to any subsequent regulator, conservator, receiver, liquidator or trustee as required by statute or regulation.
- (e) Expert witnesses, third party vendors, or consultants retained by the Parties or their counsel to furnish technical, litigation support, or expert services in connection with this Action or to give testimony with respect to the subject matter of this Action at the trial of this Action or other proceeding herein; provided, however, that such Confidential Information is furnished, shown or disclosed in accordance with Paragraph 8 hereof;
- (f) The Court and court personnel, if filed in accordance with Paragraph 13 hereof;

- (g) An officer before whom a deposition is taken, including stenographic reporters, videographers, and any necessary secretarial, clerical or other personnel of such officer, if furnished, shown or disclosed in accordance with Paragraph 11 hereof;
 - (h) Trial and deposition witnesses and their counsel, if furnished, shown or disclosed in accordance with Paragraphs 10 and 11, respectively, hereof; and
 - (i) Any other person or entity to whom disclosure is required by law, subject to the requirements of Paragraph 21.
7. Confidential Information shall be utilized by the Receiving Party and its counsel only for purposes of this Action and for no other purposes. The Receiving Party shall maintain any Non-Party Borrower Information that it receives hereunder in accordance with the Non-Party Borrower Information Law, as defined in Paragraph 22 hereto, and any other applicable federal and state privacy laws.
8. Before any disclosure of Confidential Information is made to an expert witness, third-party vendor, consultant or former employee of a Party pursuant to the terms hereof, counsel for the Receiving Party shall obtain such person's written agreement, in the form of Exhibit A attached hereto, to comply with and be bound by its terms. Counsel for the Receiving Party obtaining the certificate shall supply a copy to counsel for the other Party at the time of the disclosure of the information required to be disclosed by CPLR 3101(d) (or other rule or order requiring the disclosure of trial witnesses), except that any certificate signed by a person who is not called as a witness at trial is not required to be supplied. The Directing Certificateholder has reviewed this Stipulation and has agreed to comply with and be bound by its terms with respect to any Confidential Information

disclosed to the Directing Certificateholder in accordance with paragraph 6(d) of this Stipulation. *See* Exhibit B attached hereto.

9. All depositions shall presumptively be treated as Confidential Information and subject to this Stipulation and Order during the deposition and for a period of thirty (30) days after the final transcript of said deposition is received by counsel for each of the Parties. At or before the end of such thirty day period, the deposition, or portions thereof, shall be classified appropriately by the Party so wishing to classify the deposition or portion(s) thereof.
10. Should the need arise for either of the Parties to disclose Confidential Information during any hearing or trial before the Court, including through argument or the presentation of evidence, such Party may do so only after taking such steps as the Court, upon motion of the Producing Party, shall deem necessary to preserve the confidentiality of such Confidential Information.
11. This Stipulation and Order shall not preclude counsel for the Parties from using during any deposition in this Action any Discovery Material(s) which have been designated as “Confidential Information” under the terms hereof. Any deposition witness, court reporter or other officer before whom a deposition is taken, who is given access to Confidential Information shall, prior thereto, be provided with a copy of this Stipulation and Order and shall execute the certificate annexed hereto. Counsel for the Party obtaining the certificate shall supply a copy to counsel for the other Party.
12. A Party may designate as Confidential Information subject to this Stipulation and Order any Discovery Material produced or given by any non-party to this Action, or any portion thereof. In the case of documents, designation shall be made by notifying all counsel in

writing of those documents which are to be stamped and treated as such at any time up to thirty (30) days after actual receipt of copies of those documents by counsel for the Party asserting the confidentiality designation. In the case of deposition testimony, designation shall be made by notifying all counsel in writing of those portions which are to be stamped or otherwise treated as such at any time up to thirty (30) days after the final transcript is received by counsel for the Party asserting the confidentiality designation. Prior to the expiration of such thirty (30) day period (or until a designation is made by counsel, if such a designation is made in a shorter period of time), all such documents shall be treated as Confidential Information.

13. (a) A Receiving Party who seeks to file with the Court any Discovery Material(s) which have previously been designated as comprising or containing Confidential Information, and any pleading, brief or memorandum which reproduces, paraphrases or discloses Confidential Information, shall provide each Party and the Producing Party with seven (7) days' advance written notice of its intent to file such material with the Court, so that the Producing Party may file by Order to Show Cause a motion to seal such Confidential Information. The Confidential Information shall not be filed until the Court renders a decision on the motion to seal. In the event the motion to seal is granted, all Discovery Material(s) sought to be filed which have previously been designated by a Producing Party as comprising or containing Confidential Information, and any pleading, brief or memorandum sought to be filed which reproduces, paraphrases or discloses such material, shall be filed in sealed envelopes or other appropriate sealed container on which shall be endorsed the caption of this litigation, the words "CONFIDENTIAL MATERIAL-SUBJECT TO STIPULATION AND ORDER FOR THE PRODUCTION

AND EXCHANGE OF CONFIDENTIAL INFORMATION” as an indication of the nature of the contents, and a statement in substantially the following form: “This envelope, containing documents which are filed in this case by (name of Party), is not to be opened nor are the contents thereof to be displayed or revealed other than to the Court, the Parties and their counsel of record, except by order of the Court or consent of the Parties. Violation hereof may be regarded as contempt of the Court.”

(b) As an alternative to the procedure set forth in Paragraph 13(a), either of the Parties may file with the court any documents previously designated as comprising or containing Confidential Information by submitting such documents to the Part Clerk in sealed envelopes or other appropriate sealed container on which shall be endorsed the caption of this litigation, the words “CONFIDENTIAL MATERIAL-SUBJECT TO STIPULATION AND ORDER FOR THE PRODUCTION AND EXCHANGE OF CONFIDENTIAL INFORMATION” as an indication of the nature of the contents, and a statement in substantially the following form: “This envelope, containing documents which are filed in this case by (name of Party), is not to be opened nor are the contents thereof to be displayed or revealed other than to the Court, the Parties and their counsel of record, except by order of the Court or consent of the Parties.” Such documents shall be returned by the Part Clerk upon disposition of the motion or other proceeding for which they were submitted.

(c) All pleadings, briefs or memoranda which reproduce, paraphrase, or disclose any documents which have previously been designated by a Producing Party as comprising or containing Confidential Information, shall identify such documents by the production number ascribed to them at the time of production.

14. Any person receiving Confidential Information shall not reveal or discuss such information to or with any person not entitled to receive such information under the terms hereof.
15. Any Discovery Material that may contain Confidential Information that has been inadvertently produced without identification as to its “Confidential” nature as provided in Paragraphs 2, 9 and/or 12 of this Stipulation and Order, may be so designated by the Producing Party asserting the confidentiality designation by written notice to the undersigned counsel for the Receiving Party identifying the Discovery Material as “Confidential” within a reasonable time following the discovery that such Discovery Material has been produced without such designation.
16. Extracts and summaries of Confidential Information shall also be treated as Confidential in accordance with the provisions of this Stipulation and Order.
17. The production or disclosure of Confidential Information shall in no way constitute a waiver of either of the Parties’ right to object to the production or disclosure of other information in this Action or in any other action.
18. (a) The inadvertent production of any Discovery Material in this Action shall be without prejudice to any claim that such material is privileged or protected from disclosure under the attorney-client privilege, the attorney work product doctrine or any other applicable privilege or protection (“Privileged Materials”), and no Producing Party shall have waived any claims or arguments with respect to such Privileged Materials or generally of such privilege or immunity in this Action or in any other proceeding, including federal, state, arbitral or foreign proceedings.

(b) In the event of inadvertent production or disclosure, the Producing Party may provide written notice that Privileged Materials have been inadvertently produced or disclosed. Within seven (7) days of receipt of such notice, any person that has received such Privileged Materials shall make reasonable efforts to reclaim such materials, copies of such materials, and all documents reflecting the contents of such materials. At the direction and discretion of the Producing Party, all such materials and copies of such materials shall be returned to the Producing Party or destroyed. The Receiving Party shall take reasonable good faith efforts to permanently erase all copies of the Privileged Materials from electronic databases, and to redact or erase the Privileged Materials from all documents reflecting the contents of such materials. When applicable and as necessary, the Producing Party will replace the inadvertently produced Privileged Materials with redacted versions or other replacement media.

(c) If a Receiving Party receives Discovery Materials that, on their face, appear to be Privileged Materials, the Receiving Party shall immediately cease to review such materials and provide prompt notice of the production of those materials to the Producing Party to afford the Producing Party the opportunity to designate the materials as inadvertently produced Privileged Material subject to the clawback provision in Paragraph 18(b).

(d) Documents designated by a Producing Party at any time pursuant to Paragraph 18(b) of this Stipulation and Order shall be returned without any inquiry by the Receiving Party into the reasonableness of efforts taken to avoid disclosure or efforts to recover the document once disclosed. The inadvertent disclosure of Privileged Materials shall not be deemed to waive, or considered a factor in any waiver, of any

privilege, regardless of the reasonableness of the efforts undertaken to avoid disclosure or recover the Privileged Materials.

(e) In the event there is a dispute over whether the documents at issue are protected from disclosure by virtue of a privilege or immunity from discovery, the original documents shall nevertheless be immediately returned to the Producing Party and all copies (whether electronic or hard copy) thereof shall immediately be segregated in a manner that will prevent further disclosure or dissemination of their contents. All counsel shall undertake reasonable good faith efforts to resolve the issue without court intervention within ten (10) days of such notice of inadvertent production of Privileged Materials. To the extent counsel cannot resolve the issue within ten (10) days, the Receiving Party may bring a motion to compel production of the Privileged Materials, but may not assert as a ground for compelling production the fact or circumstance that the Privileged Materials had already been produced.

19. This Stipulation and Order is entered into without prejudice to the right of either Party to seek relief from, or modification of, this Stipulation and Order or any provisions thereof by properly noticed motion to the Court, or to challenge any designation of confidentiality as inappropriate under the Civil Practice Law and Rules or other applicable law.
20. This Stipulation and Order has no effect upon, and shall not apply to, the Parties' use of their own Discovery Material for any purpose. Nothing herein shall impose any restrictions on the use or disclosure by a Party of Discovery Material designated as Confidential Information that has been generated or obtained lawfully by such Party independently of the proceedings in this Action.

21. If any Receiving Party is served with a discovery request or demand, subpoena, or an order issued in other litigation, or receives some other form of legal process from any court, federal or state regulatory or administrative body or agency, legislative body or other person or entity, that seeks disclosure of any Confidential Information, including any documents or items reflecting any Confidential Information (a "Demand"), the Receiving Party shall, to the extent permitted by law, give prompt written notice by hand or electronic or facsimile transmission, within ten (10) business days of receipt of such Demand to the Producing Party or its counsel, and, if it is a different party, the party that designated the material as Confidential Information ("Designating Party"). In addition, the Receiving Party must deliver a copy of this Stipulation and Order promptly to the party in the other matter that caused the Demand to issue. The Receiving Party shall not produce any of the Producing Party's Confidential Information, unless otherwise court-ordered or required by law, for a period of at least ten (10) days after providing the required notice to the Producing Party and the Designating Party. If, within ten (10) days of receiving such notice, the Producing Party or the Designating Party gives notice to the Receiving Party that the Producing Party, or the Designating Party, opposes production of its Confidential Information, the Receiving Party shall not thereafter produce such Confidential Information, except as required by law. The Producing Party or the Designating Party, as the case may be, shall be solely responsible for pursuing any objection to the requested production. Nothing herein shall be construed as requiring the Receiving Party or anyone else covered by this Stipulation and Order to challenge or appeal any order requiring production of

Confidential Information or to subject itself to any penalties for noncompliance with any legal process or order, or to seek any relief from this Court. In the event that Confidential Information is produced to a non-party to this Stipulation and Order in response to a Demand, such Discovery Material shall continue to be treated in accordance with the designation as Confidential pursuant to this Stipulation and Order.

22. Production of any Non-Party Borrower Information in this Action pursuant to this Stipulation and Order shall satisfy and shall constitute compliance with the Producing Party's obligations under any federal or state law or other legal authority governing the disclosure or use of Non-Party Borrower Information, including but not limited to the Gramm-Leach-Bliley Act and the Fair Credit Reporting Act ("Non-Party Borrower Information Law") and any rules or regulations promulgated thereunder, and the disclosure of any Non-Party Borrower Information in this Action pursuant to this Stipulation and Order shall constitute disclosure of such Non-Party Borrower Information pursuant to 15 U.S.C. § 6802(e)(8), 16 C.F.R. 313.15(a)(7)(iii), 15 U.S.C. § 1681b(a)(1) and any other law that is similar, comparable or equivalent to 15 U.S.C. § 6802(e)(8), 16 C.F.R. 313.15(a)(7)(iii) or 15 U.S.C. § 1681b(a)(1). To the extent that any Non-Party Borrower Information Law requires a Party to obtain a subpoena or to give notice to or obtain consent, in any form or manner, from any person or entity before disclosure, receipt, or use of any Non-Party Borrower Information, the Court finds that, in view of the protections provided for such information in this Stipulation and Order, the volume of documents to be produced and the ongoing oversight of the Court, there is good

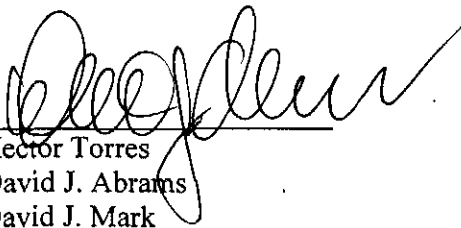
cause to excuse such requirement, and the Court hereby Orders that such Party is exempted from obtaining a court-ordered subpoena or having to notify and/or obtain consent from any person or entity prior to the disclosure, receipt, or use of Non-Party Borrower Information. To the extent that any Non-Party Borrower Information Law requires that any person or entity be notified prior to disclosure, receipt or use of Non-Party Borrower Information except where such notice is prohibited by court order, the Court hereby Orders that, in view of the protections provided for the information disclosed in this Stipulation and Order, the volume of documents to be produced and the ongoing oversight of the Court, the Parties are explicitly prohibited from providing such notice; provided, however, that this Stipulation and Order shall not prohibit any Party from contacting any person or entity for any other purpose. Any Party may seek additional orders from this Court that such Party believes may be necessary to comply with any Non-Party Borrower Information Law.

23. Any Party, in conducting discovery from non-parties in connection with this Action, shall provide any non-party from which it seeks discovery with a copy of this Stipulation and Order so as to inform such non-party of his, her or its rights herein. If a non-party provides discovery to any Party in connection with the Action, the provisions of this Stipulation and Order shall apply to such discovery as if such discovery were being provided by a Party. Under such circumstances, the non-party shall have the same rights and obligations under the Stipulation and Order as held by the Parties.

24. This Stipulation and Order shall, absent prior written consent of both Parties, continue to be binding after the conclusion of this Action except (a) that there shall be no restriction on documents that are publicly filed as exhibits in Court pursuant to the terms of this Stipulation and Order (unless such exhibits were filed under seal and never unsealed); and (b) that a Party may seek the written permission of the Producing Party or further order of the Court with respect to a dissolution or modification of this Stipulation and Order.
25. If a Receiving Party learns that it has disclosed Confidential Information to any person or in any circumstance not authorized under this Stipulation and Order, the Receiving Party must promptly, after discovery of the disclosure by counsel of record, (a) notify the Producing Party of the unauthorized disclosure(s) in writing, (b) make reasonable efforts to retrieve all copies of the Discovery Materials containing Confidential Information from the person(s) to whom unauthorized disclosures were made (the "Unauthorized Recipient(s)"), (c) inform the Unauthorized Recipient(s) of all of the terms of this Stipulation and Order, and (d) request the Unauthorized Recipient(s) to execute the certificate attached hereto as Exhibit A. The Parties agree that irreparable harm would occur in the event of unauthorized disclosure of Confidential Information. Accordingly, the Parties shall be entitled to seek equitable relief, including specific performance, in the event of any unauthorized disclosure of Confidential Information.
26. Nothing herein shall be deemed to waive any privilege recognized by law, or shall be deemed an admission as to the admissibility in evidence of any facts or documents revealed in the course of disclosure.

27. Within sixty (60) days after the final termination of this litigation by settlement or exhaustion of all appeals, all Confidential Information produced or designated and all reproductions thereof, shall be returned to the Producing Party or shall be destroyed, at the option of the Producing Party. In the event that the Producing Party opts for destruction of physical objects and documents, the Receiving Party shall certify in writing within sixty (60) days of the final termination of this Action that it has undertaken its best efforts to destroy such physical objects and documents, and that such physical objects and documents have been destroyed to the best of its knowledge. Notwithstanding anything to the contrary, counsel of record for the Parties may retain copies of documents constituting work product, pleadings, motion papers, discovery responses, deposition transcripts, confidential trial transcripts, and deposition and trial exhibits. This Stipulation and Order shall not be interpreted in a manner that would violate any applicable canons of ethics or codes of professional responsibility. Nothing in this Stipulation and Order shall prohibit or interfere with the ability of counsel for either of the Parties, or of experts specially retained for this Action, to represent any individual, corporation, or other entity adverse to the Parties or their affiliate(s) in connection with any other matters.
28. This Stipulation and Order may be changed by further order of this Court, and is without prejudice to the rights of a Party or other Producing Party to move for relief from any of its provisions, or to seek or agree to different or additional protection for any particular material or information.

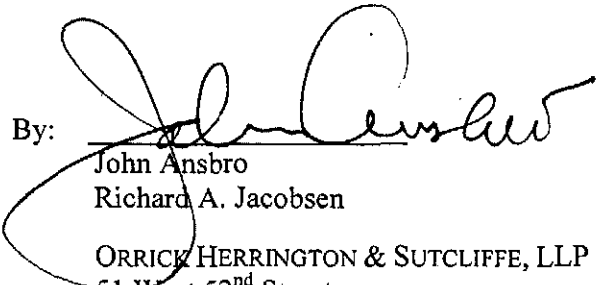
By:


Hector Torres
David J. Abrams
David J. Mark

KASOWITZ BENSON TORRES &
FRIEDMAN LLP
1633 Broadway
New York, New York 10019-6708
Telephone: (212) 506-1700

Attorneys for Plaintiff

By:


John Ansbro
Richard A. Jacobsen

ORRICK HERRINGTON & SUTCLIFFE, LLP
51 West 52nd Street
New York, New York 10019-6142
Telephone: (212) 506-5000

Barry S. Levin
Darren S. Teshima (*admitted pro hac
vice*)

ORRICK HERRINGTON & SUTCLIFFE, LLP
The Orrick Building
405 Howard Street
San Francisco, CA 94105

Attorneys for Defendant

SO ORDERED:

Dated: October 30, 2014

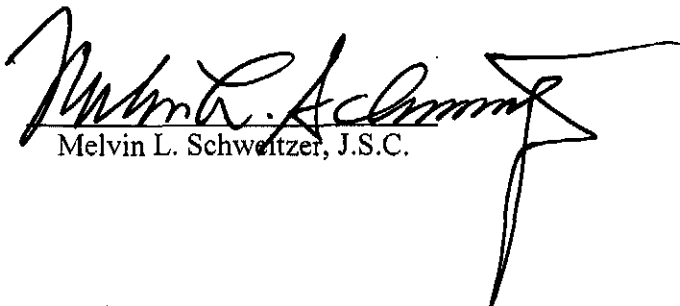

Melvin L. Schweitzer, J.S.C.

EXHIBIT A

SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF NEW YORK

----- X
U.S. BANK NATIONAL ASSOCIATION, solely in
its capacity as Trustee of the HOME EQUITY
ASSET TRUST 2007-3 (HEAT 2007-3),

Plaintiff,

-against-

DLJ MORTGAGE CAPITAL, INC.,

Defendant.
----- X

Index No. 651563/2013

**AGREEMENT TO RESPECT
CONFIDENTIAL
INFORMATION**

I, _____, state that:

1. My business address is _____.
2. My present employer is _____.
3. My present occupation or job description is _____.
4. I have received a copy of the Stipulation and Order for the Production and Exchange of Confidential Information (the "Stipulation and Order") entered in the above-entitled action (the "Action") on _____.
5. I am authorized to enter this Agreement and may be authorized to receive certain Confidential Information.
6. I have carefully read and understand the provisions of the Stipulation and Order.
7. I will comply with all of the provisions of the Stipulation and Order.
8. I will hold in confidence, will not disclose to anyone not qualified under the Stipulation and Order, and will use only for purposes of this Action, any Confidential Information that is disclosed to me.

9. I acknowledge that Confidential Information I may receive may contain non-public personal information, including, among other things, personally identifiable financial information relating to borrowers and/or consumers (such as individuals' addresses or Social Security numbers), and/or consumer or credit reports. I agree to take all reasonable measures and implement all reasonable safeguards to control and restrict access to and/or use of non-public personal information so as to minimize the use and/or authorized disclosure of, and to prevent the unauthorized disclosure of, such information.

10. At the conclusion of my work in this Action, I will return or destroy, to the extent permitted by law, all Confidential Information that comes into my possession, and documents or things that I have prepared relating thereto, to counsel for the party by whom I am employed or retained, or to counsel from whom I received the Confidential Information.

11. I hereby submit to the jurisdiction of this court for the purpose of enforcement of the Stipulation and Order in this Action.

Dated: _____

Signed: _____

EXHIBIT B

SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF NEW YORK

-----	X	
U.S. BANK NATIONAL ASSOCIATION, solely in its capacity as Trustee of the HOME EQUITY ASSET TRUST 2007-3 (HEAT 2007-3),	:	Index No. 651563/2013
	:	
Plaintiff,	:	AGREEMENT TO
	:	RESPECT
-against-	:	CONFIDENTIAL
	:	INFORMATION
DLJ MORTGAGE CAPITAL, INC.,	:	
	:	
Defendant.	:	
-----	X	

The directing certificateholder in this action, Federal Home Loan Mortgage Corporation (“Freddie Mac”) hereby states as follows:

Freddie Mac has received and reviewed a copy of the Stipulation and Proposed Order for the Production and Exchange of Confidential Information (the “Stipulation and Order”), and Freddie Mac agrees to be bound by the terms of the Stipulation and Order, on behalf of itself and its respective employees, counsel, paralegals and other professional advisors (including support staff) who are involved in this Action.

Freddie Mac acknowledges that Confidential Information it may receive may contain non-public personal information, including, among other things, personally identifiable financial information relating to borrowers and/or consumers (such as individuals’ addresses or Social Security numbers), and/or consumer or credit reports. Freddie Mac agrees to take all reasonable measures and implement all reasonable safeguards to control and restrict access to and/or use of non-public personal information so as to minimize the use and/or authorized disclosure of, and to prevent the unauthorized disclosure of, such information.

At the conclusion of this Action, Freddie Mac will return or destroy, to the extent permitted by law or regulation, all Confidential Information that has been disclosed to it, and documents or things that it has prepared relating thereto, to counsel from whom it received the Confidential Information.

For avoidance of doubt, nothing in this Agreement to Respect Confidential Information shall preclude Freddie Mac from providing any Confidential Information to its regulator and conservator, the Federal Housing Finance Agency, or to any subsequent regulator, conservator, receiver, liquidator or trustee as required by statute or regulation.

Freddie Mac hereby submits to the jurisdiction of this court for the purpose of enforcement of the Stipulation and Order in this Action.

Federal Home Loan Mortgage Corporation

By: _____

Title: _____

Dated: _____